

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER NS14000070003		PAGE OF PAGES 1 36			
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30									
2. CONTRACT NUMBER		3. AWARD/EFF. DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 52SBSNS6C9299		6. SOLICITATION ISSUE DATE 04/07/97		
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME Sandra L. Febach			b. TELEPHONE NUMBER (No Collect Calls) (301) 975-6326		8. OFFER DUE DATE/LOCAL TIME 05/07/97 3:00 P.M.		
9. ISSUED BY Natl Institute of Stds & Technology Acquisition & Assistance Division Building 301, Room B117 Gaithersburg, MD 20899		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR <input checked="" type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV.BUSINESSES <input type="checkbox"/> 8(A) SIC: 7379 FSC: SIZE STANDARD: \$18M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO Refer to individual Task Orders			CODE 0	16. ADMINISTERED BY Natl Institute of Stds & Tech Acquisition & Assistance Division Building 301, Room B117 Gaithersburg, MD 20899					CODE
17a. CONTRACTOR/OFFEROR			CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY National Technical Information Svc General Ledger Division 5285 Port Royal Road, Room 206F Springfield, VA 22161			CODE
TELEPHONE NO.				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
	See Sections A and B								
(Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA To be cited on Task Orders						26. TOTAL AWARD AMOUNT (For Govt Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: _____				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa K. Jandovitz			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)				
					42b. RECEIVED AT (Location)				
					42c. DATE REC'D(Y/M/DO)			42d. TOTAL CONTAINERS	

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STATEMENT OF WORK/SPECIFICATIONS

A.1 BASIC ORDERING AGREEMENT

This document constitutes a Basic Ordering Agreement (BOA), as defined in Part 16.703 of the Federal Acquisition Regulation (FAR). All terms and conditions specified in the BOA shall apply to Task Orders issued during its term. Award of the BOA to any contractor shall not state nor imply any agreement by the Government to place future orders with the contractor. The Contracting Officer will not make any final commitment nor authorize the contractor to begin work on any order until prices have been established for that order. Hereinafter, any reference to "contract" throughout this document shall refer to the Basic Ordering Agreement.

A.2 TASK ORDERS

The contractor shall perform work under this Ordering Agreement only as directed in Task Orders issued by the Contracting Officer. Task Orders may be issued by the Administrative Contracting Officer (ACO) located at the address specified in Block 16 of the Standard Form (SF) 1449; or by the Ordering Officer located at the National Technical Information Service (NTIS) in Springfield, Virginia. Each Task Order will include (1) a numerical designation, (2) a description of the work, (3) delivery location, (4) the period of performance and schedule of deliverables, and (5) accounting and appropriation data certifying maximum dollar obligation(s).

Individual Task Orders will be competed among qualified holders of the Basic Ordering Agreement. Specific pricing will be based on requirements specified in the Specifications/Statement of Work incorporated as a part of each Request for Quotation (RFQ) or Request for Proposal (RFP). The description of service(s) may include a reference to Internet Universal Resource Locators (URL) that exhibit capabilities similar to those desired by NTIS. Unit prices will be required for specific services. The contractor shall not begin work until a Task Order has been issued (signed) by the Contracting Officer. No Task Order will be issued until agreement is reached on total price for each Order.

A Task Order will become binding upon issuance of the order by the Contracting Officer.

A.3 STATEMENT OF WORK/SPECIFICATIONS
WORLD WIDE WEB SERVICES DEVELOPMENT

A.3.1 BACKGROUND

The National Technical Information Service (NTIS) is an operational arm of the Department of Commerce's Technology Administration. NTIS is authorized by section 1152, Title 15, United States Code, to collect, from whatever sources that may be available, scientific, technical, and engineering information and to make such information available to industry and business, to state and local governments, to other agencies of the Federal Government, and to the general public. In addition, section 3704b(e)(5), as amended, authorizes NTIS to implement new methods or media for the dissemination of scientific, technical, and engineering information, including producing and disseminating information products in electronic format. NTIS currently provides Internet, electronic bulletin board and bulletin board gateway services to approximately 100 information repositories from agencies across the federal government through its FedWorld Online Information Network, a program of the NTIS.

NTIS provides these Internet and bulletin board services on its own behalf and on behalf of numerous other agencies, including agencies in the Agriculture, Commerce, Defense, Energy, Labor, State, Transportation, and Treasury Departments, as well as OMB, NPR and other independent agencies. These services reside on servers located at the NTIS site in Springfield, Virginia.

For example, in 1994 FedWorld implemented a pilot bulletin board systems project on behalf of the Internal Revenue Service to electronically distribute tax forms and instructions to the public. In 1996, a Work Wide Web (WWW) server connected to the Internet was selected as another appropriate access vehicle.

During the pilot tax season over three million tax forms and instructions were electronically transmitted from this web site using the anonymous File Transfer Protocol (FTP). We estimate that the distribution and redistribution of these forms and instructions reached over forty million taxpayers.

The web site was expanded to approximately 400 WWW pages for the 1995 tax filing season. Professional graphics were added and the site was redesigned to have a newspaper appearance (see web site at <http://www.irs.ustreas.gov/prod/cover.html>). Traffic to the site reached 1.8 million hits per day during the peak of the 1995 tax filing season.

Other sites hosted at NTIS can be reached from the FedWorld Homepage at <http://www.fedworld.gov>.

A.3.2 SCOPE OF WORK

The contractor shall furnish all materials, equipment, facilities, personnel, supervision, and management (unless specified in the individual Task Order as Government- furnished) required to provide WWW development. Individual Task Orders will expand on the contract requirements and performance specifications described in the Statement of Work. NTIS will prepare the Task Orders which describe in detail functionality, characteristics, performance periods, and inspection and acceptance requirements.

Quick Reaction Task Orders (QRTO) may group similar multiple tasks, such as monthly updates, that would be performed over a period of time. These sub-tasks are known as Issue Orders. (Refer to section B.6.5.1)

Under the terms of this BOA, contractors shall be capable of providing a wide range of services reasonably expected to be required to develop, operate, or maintain a high quality web site within the scope of evolving WWW technology. For the purpose of this Agreement, "reasonable expectation" is defined as any capability that may be found at any Internet URL accessible by the public.

To ensure a common understanding between the Government and the contractor(s), the definitions in use by the World Wide Web Consortium (W3C) at the time the task order is issued shall prevail.

The scope of services to be obtained under this Agreement include, but are not limited to, the following:

A.3.2.1 Hypertext Programming

Web pages shall be developed using the Hypertext Markup Language (HTML). These pages may include links to other HTML pages, FTP, telnet, gopher, Simple Mail Transfer Protocol (SMTP), and other Internet services. HTML pages may include inline images, Java, JavaScript, sound, video, Virtual Reality Modeling Language (VRML), or other multimedia support.

The contractors may be requested to:

- 1) Develop HTML pages from a functional description provided in a Task Order.
- 2) Add linking capabilities or graphics to existing HTML pages.
- 3) Debug pages that are partially developed by the Government.
- 4) Install pages that are fully developed by the Government on the designated server.
- 5) Create HTML page templates that may be used by others.

A.3.2.1 (Continued)

It is our goal for web sites to be accessible to as many people as possible; yet, at the same time, present a high quality, professional product on a technical and aesthetic level with the finest web sites. Contractors may be requested to develop programming for at least three levels of web browsers, including but not limited to HTML 3, HTML 1 and text only.

A.3.2.2 Graphics Design

Images included in, or referenced by, HTML pages may be required to be professional quality photographs or original works of art. All graphics shall be optimized for size and shall include no more than 256 colors. Graphics shall be comparable in quality and size to those on the WWW page located at URL www.irs.ustreas.gov/prod/cover.html.

Graphics may be included on an HTML page as inline images, active images, imagemaps, or animated images. Imagemaps and animated images are addressed in the Server Gateway Applications section of this document.

HTML 3 graphics may be implemented in JPEG format and may not exceed 75 Kilo Bytes (KB) file size for any single graphic. HTML 1 graphics may be in GIF and may not exceed 165KB file size for any single graphic. Browser specific HTML graphics tags, such as the Netscape LOWSRC attribute to the IMG element; and text only alternatives to graphics, such as the ALT attribute to the IMG element may be included.

The contractor shall inform the COTR of any material transferred to the government in performance of this contract, or any of its QRTO's, which is copyrighted. The contractor shall transfer copyright clearance to the Government or indemnify the Government against any copyright infringements resulting from the use and transfer of copyrighted material from the contractor to the Government.

A.3.2.3 Server Gateway Applications

Server gateway applications shall be developed, maintained, and modified in conformance with the Common Gateway Interface or to a server specific Application Programming Interface (API), such as the Netscape API (NSAPI); using the "C" or "C++" programming language, perl scripts, or Java applets. Contractors shall coordinate with the Government to ensure that all deliverables will function properly on the designated server. All Common Gateway Interface (CGI) programs developed for NTIS shall be tested for normal computer security requirements such as the one located at: <http://www-genome.wi.mit.edu/WWW/faqs/www-security-faq.html>.

A.3.2.3 (Continued)

The Government will provide an ANSI compliant "C" or "C++" compiler for the native operating system of the server. Contractors will be provided either remote (via Telnet) or local access to the Government equipment as determined by the Government.

A.3.2.4 Hypertext Transport Protocol (HTTP)

Development, maintenance, or modification of server gateway applications may include any of the HTTP methods implemented on the HTTP server (for example: GET, POST, or HEAD). These applications may include: HTTP request header fields, HTTP response header fields, HTTP status codes, or Gateway program environment variables.

A.3.2.5 Statistical Reporting

Server applications may be developed, maintained, or modified that will generate textual and/or graphical reports composed of any or all of the data elements cited in C.1.3.3.1. Reports may contain data that is derived from two or more request or response header fields, status codes, or environment variables. The source and derivation of all report data shall be clearly identified.

A.3.2.6 Search Engines

Commercially available and supported database systems or data search engines; such as Sybase, ORACLE, Informix, or Wide Area Information Server (WAIS); may be implemented, maintained, or modified and gateway programs constructed to connect FORM or ISINDEX data input mechanisms used in HTML pages with Structured Query Language (SQL) or other mechanisms used by the database systems.

A.3.2.7 Server Operations and Maintenance

Operations and maintenance support may be required for HTTP, FTP, or other servers. This may include, but is not limited to, the installation of operating system and applications software upgrades; hardware upgrades, repair, and maintenance; performance tuning of software parameters, random access memory (RAM), and disk drives; and file backup and restoration.

A.3.2.8 Training

Training classes and training documents may be requested to be developed and delivered to Government employees. Training may include, but not be limited to HTML programming, server operation, server gateway application development, SGML programming and support including document analysis and Document Type Definitions

A.3.2.8 (Continued)

(DTD) design or any other WWW subject within the scope of this agreement.

A.3.2.9 Presentation Services

Contractors may be requested to make presentations and recommendations regarding evolving WWW and Internet technologies, software, or hardware products to the Government employees, or to other contractors specified by the Government.

A.3.3 QUALITY CONTROL

Contractor shall inspect all deliverables for viruses.

Contractor shall report to the Government, in writing, any defects/viruses found, and recommend appropriate remedial action.

Contractor shall be responsible for specific Quality Control steps to be included in individual QRTOs.

A.3.4 ACCEPTANCE CRITERIA

All work must meet both contract quality performance specifications and any standards and specifications established in individual QRTOs. Any work not meeting these standards shall be redone at the contractor's cost within the original time frame of the job, or handled in accordance with Inspection and Acceptance provisions specified elsewhere in the BOA.

A.4 INSPECTION AND ACCEPTANCE

A.4.1 INSPECTION

Inspection will most often be at NTIS. NTIS and, where applicable, the client, will test for operability and complete content, as well as adherence to the specific provisions of the Task Order. Specific turnaround times for delivery will be included in each QRTO.

The Government will evaluate all deliverables prior to implementation on the server to ensure that:

1. they meet the explicit objectives of the task orker;
2. they were completed by the agreed uon date and time;
3. HTML pages are of a quality comparable to the existing IRS are specified in the QRTO;
4. graphics are of a quality and file size comparable to the or that are specified in the QRTO; and
5. all hypertext links reach the correct resource (no broken

The Contractor shall correct all errors within twenty-four hours

A.4.1 (Continued)

of notification from the COTR or Contracting Officer.

A.4.2 ACCEPTANCE

Inspection and acceptance of all deliverable items under this contract and any individual Task Orders will be accomplished by the Contracting Officer's Technical Representative (COTR), or any other individual otherwise designated in writing by the Contracting Officer on an individual Task Order.

Each deliverable shall be completed in accordance with the specifications, schedules, test plans or other acceptance criteria which are incorporated in an individual QRTO.

All reports, documents, and narrative-type deliverables shall be submitted in final form and in the format specified in the QRTO.

The Government will provide written notification of acceptance or rejection within the timeframe specified in the individual Task Orders, when applicable. Time-frames for the Government's inspection and acceptance period will be specified in the individual Task Order.

Time-frames for the Contractor's correction and resubmission of rejected deliverables will be specified in the individual Task Order.

CONTRACT CLAUSES

B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	AUG 1996

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));

52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

52.222-26, Equal Opportunity (E.O. 11246).

52.222-35, Affirmative Action for Special Disabled and

B.2 (Continued)

Vietnam Era Veterans (38 U.S.C. 4212).

52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

B.2 (Continued)

regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

B.3 DELIVERIES/SCHEDULE OF PERFORMANCE

Delivery schedules and locations will be specified in each Task Order issued. Performance periods for individual Task Orders may be from one (1) up to 360 workdays, depending on the complexity of the requirement. Specific turnaround time will be included in each QRTO.

B.4 PERIOD OF PERFORMANCE

The period of performance of this Basic Ordering Agreement (BOA) is from the date of award through twentyfour (24) months after award. The Government will review the BOA annually before the anniversary of its effective date and revise it as necessary to conform to the requirements of then current regulations and statutory requirements.

B.5 DELIVERY LOCATION

All correspondence and reports related to any Task Order issued under this BOA shall be delivered to the designated Contracting Officer's Technical Representative (COTR) specified elsewhere in this document, or to the address specified in the individual Task Orders.

B.6 CONTRACT ADMINISTRATION DATA

B.6.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) (To be designated at time of award) is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, NTIS, FedWorld, Springfield, VA 22161.
- (b) The responsibilities and limitations of the COTR are as follows:
 - (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all products, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate other technical points of contact (POC) for specific Task Orders.

B.6.2 GOVERNMENT FURNISHED DATA

The Government will deliver to the contractor the Government furnished data described in the contract or specified in the QRTD. If the data, suitable for its intended use, is not delivered to the contractor, the Contracting Officer will equitably adjust affected provisions of this Ordering Agreement when:

- (1) The contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

Title to Government-furnished data shall remain with the Government. The contractor shall use the Government-furnished data and graphics only in connection with this contract.

B.6.3 INVOICING

Each Task Order must be invoiced separately. Invoices should be

B.6.3 (Continued)

submitted according to the terms of the Task Order. Payment will be made in accordance with the payment provisions included in FAR 52.212-4.

B.6.4 TECHNICAL DIRECTION

The Contracting Officer's Technical Representative (COTR) is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance. Neither NTIS' client nor the contractor are to communicate with each other, verbally or in writing, without first requesting such communication from the COTR. NTIS understands that such communication may be necessary at times. Any and all authorized communication between contractor and NTIS' client shall be documented and transmitted in writing to the COTR. Documentation shall contain what was discussed, why, and what the results of the discussion/communication were.

B.6.5 QUICK REACTION TASK ORDERS

A Quick Reaction Task Order (QRTO) is the means of transmitting individual job specifications/requirements. The QRTO is also the vehicle used by the contractor to bid on the job. No other contractor-specific ordering form will be used. A QRTO contains all information necessary for a vendor to bid on the job, including delivery times, delivery sites and specific deliverables. It may be for a one-time job or contain directions for regular or irregular Issue Orders (i.e., monthly issues).

B.6.5.1 ISSUE ORDER

An Issue Order is the means of transmitting individual job specifications/requirements which are contained in the QRTO. An Issue Order will not go beyond the scope of the QRTO.

B.6.6 AUTHORITY

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

B.7 GOVERNMENT FURNISHED PROPERTY

The contractor assumes full responsibility for, and shall indemnify the Government for any and all loss or damage of whatever kind to any and all Government property while in the care and custody of the contractor. Damage to Government property resulting in whole or in part from the negligent acts or omissions

B.7 (Continued)

of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor may result in termination of the contract.

B.8 HANDLING OF GOVERNMENT FURNISHED INFORMATION

The contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure.

The materials and information made available to the contractor by the Government, or that the contractor comes into contact with while performing under this contract, are the exclusive property of the Government.

Any information or materials developed by the contractor in the performance of this contract are also the exclusive property of the Government. Upon completion or termination of the contract, the contractor shall, as directed by the Contracting Officer, (a) turn over to the Government, or (b) destroy all materials (copies included) that were furnished to the contractor by the Government and all materials that were developed by the contractor in the performance of the contract.

Therefore, the rights to all HTML pages, graphics, computer source code, statistical reports, training, consulting, or any other products or services created and delivered under this agreement shall convey to the Government. The Government may reuse or modify any of these deliverables without restriction.

B.9 ORDERING PROCEDURES

The Contracting Officer will issue written Task Orders prior to contractors' commencement of any work. This section sets forth procedures and criteria that will be used to provide multiple awardees a fair opportunity to be considered for each order made under the Ordering Agreement. The Contracting Officer need not contact each of the multiple awardees under the BOA for each order if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered. Opportunities to be considered for each order will be equitably distributed. Normally this will be accomplished by price competition among all BOA-holders for each Order in excess of \$2,500.00. Awardees need not be given an opportunity to be considered for a particular Order in excess of \$2,500.00 if the Contracting Officer determines that any of the criteria listed in FAR 16.505(b)(2) apply. The Contracting Officer may use oral proposals and streamlined ordering procedures

Individual awards for each order under the BOA will be based on

B.9 (Continued)

past performance and price competition among BOA holders. Past performance information from previous Task Orders may be used as a screen in selecting awardees for solicitation of offers on an upcoming order. Each request for proposal or quotation will specify a common cutoff date and time that will allow a reasonable opportunity for submission of offers. Responses received after the specified date and time may not be considered for award of that specific Task Order.

Every order placed under the BOA will be separately evaluated for price reasonableness by the Contracting Officer, by comparing prices from non-BOA sources and prices from other awardees.

Written solicitations may be sent via facsimile to awardees. Offerors may respond via facsimile. When submitting a facsimile response, the contractor agrees to be bound by the facsimile authorized signature the same as if submitted under an original signature.

Upon receipt of initial proposals, the Contracting Officer and COTR will evaluate the technical and price proposals and if determined necessary, enter into written and/or oral discussions with the offerors as necessary to correct and revise any discrepancies in the proposals. If discussions are conducted, the Contracting Officer will then issue a request for Best and Final Offers (BAFO).

Contractors should submit their best offers in responding to individual RFQ/RFPs since the Government anticipates making most awards without holding discussions, based on initial proposals received.

Upon receipt of BAFO, if applicable, the Contracting Officer will complete evaluations.

Upon completion of all evaluations, the Contracting Officer will issue a Task Order to the selected contractor.

Upon receipt of an executed Task Order, the contractor shall commence work as required in the Statement of Work for that order.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

This contract is subject to the Service Contract Act. In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination which is applicable to the employment in their locality of one or more classes of service employees. The contractor shall pay their employees at least the wages and fringe benefits found by the Department of Labor to prevail in the locality or, in the absence of a wage determination, the minimum wage set forth in the Fair Labor Standards Act.

Wage Determination No. 94-2103, Rev 9, dated 11/16/1996, is applicable to performance in the District of Columbia, Maryland, and Virginia. The Contracting Officer will request wage determinations for additional places or areas of performance, as needed, at time of award. When received, the wage determinations shall be incorporated in the contract(s) retroactive to the date of contract award.

SOLICITATION PROVISIONS

D.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	OCT 1995

D.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1995)

The Government will award Basic Ordering Agreements resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

D.2.1 PROPOSAL PREPARATION INSTRUCTIONS

D.2.2 GENERAL INSTRUCTIONS

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

- (1) Any resultant contract will include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.
- (2) The proposal must be prepared in two parts: a technical proposal and a business proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other.
- (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

D.2.3 TECHNICAL PROPOSAL INSTRUCTIONS

Proposals which merely offer to conduct a program in accordance with the statement of work will not be eligible for award. The

D.2.3 (Continued)

contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

The technical proposal must include information on how the project is to be organized, staffed and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished, if applicable.

The technical proposal must include a list of names and proposed duties of personnel to be assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific technical accomplishments.

The technical proposal must provide the general background, experience and qualifications of the organization. Similar or related contracts should be provided, including the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting officer.

The technical proposal must provide the last four performance evaluations of the organization on similar or related projects.

The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

The technical proposal must contain a discussion of innovative methods of World Wide Web page development, design and operation.

Each volume of the technical proposal shall be submitted in one original and three copies. Each proposal shall be separated into three parts, with subparts, as follows:

I. Technical Capability

A. Past Performance

- (1) Quality of Product
- (2) Customer Satisfaction

D.2.3 (Continued)

- (3) Performance Evaluations
- (4) Quality Awards Received

B. Corporate Capability

C. Staff Capability Profile

II. Understanding of Contract Objectives

- A. Responses to Samples
- B. Technical Approach
- C. Innovativeness

III. Corporate Management

D.2.4 TECHNICAL PROPOSAL EVALUATION

Offerors shall provide a narrative description of their corporate capability to perform the tasks set forth in Section A.3 of this solicitation. The offeror shall describe the typical approaches and methodologies used in completing those tasks. In the general narrative, offerors should be sure to specifically address the following evaluation factors:

I. Technical Capability

A. Past Performance

(1) Quality of Product

(a) Contractors shall submit three examples of successfully completed WWW projects that, taken together or separately, are comparable in total size, design quality, and complexity to the current IRS web site at URL www.irs.ustreas.gov/prod/cover.html. Work examples submitted for evaluation must be currently operational government or commercial web sites. URLs must be provided. Each web site submitted for evaluation must have a minimum of 50 pages that were designed and implemented by the offeror's company. Pages at the site that were not developed by the offeror must be identified.

(b) Offerors must submit a schedule of rates for all services related to development of coordination and planning, HTML design, general HTML programming, advanced HTML programming, system programming, graphics design, database development, testing, consulting, training, and any three of the following: research, photography, audio engineering and editing, video editing, and any other related services.

(2) Customer Satisfaction

D.2.4 (Continued)

Offeror is to submit three (3) references of customers of Web pages that the offeror's company designed and implemented. Provide company name, contact person, telephone number, FAX number, and Email address for each reference. References will be contacted. Reference data obtained from these contacts will be used to evaluate:

- a. The degree of relevance of the reference to the technical area;
- b. The degree to which the client's needs were met;
- c. Quality of work and deliverables;
- d. Timeliness;
- e. Cost effectiveness;
- f. Quality of technical interaction and professional demeanor;
- g. Accuracy of client data supplied by the offeror;
- h. Technical success; and,
- i. Client satisfaction.

(3) Performance Evaluations

Offeror is required to submit the last four performance evaluations of the organization for similar or related projects.

(4) Quality Awards Received

Offeror is encouraged to submit documentation demonstrating quality of experience in the technical and managerial areas identified by published independent and/or sponsored reviews and any awards by industry and others.

B. Corporate Capability

The following elements will be evaluated based on data from the general narrative and project summaries.

1. Demonstrated understanding of tasks in the Statement of
2. Degree of relevance of cited projects to the technical
3. Number of years the firm has conducted projects in the
4. Importance of this technical area to overall corporate
5. Level of corporate staff involvement in projects in the
6. Quality of experience identified by published independent reviews and awards by industry and others.

C. Staff Capability Profile

The quality of staff experience relative to the specific requirements of the technical area will be evaluated based on data presented in the staff profile and general narrative.

D.2.4 (Continued)

1. Education levels, method of maintaining proficiency, and relevance of education;
2. Corporate longevity; and,
3. Technical experience of staff specifically relevant to the technical area.

D. Responses to Samples

Contractors must submit an estimate of the services and the costs required to reproduce the following existing GOVERNMENT web pages:

<http://www.ustreas.gov/prod/cover.html>
<http://www.fedworld.gov/jobs/jobsearch.html>
<http://www.npr.gov>
<http://www.customs.ustreas.gov/imp-exp/rulings/lprs/lprs.htm>
<http://www.customs.ustreas.gov/log.htm>

Include all rate schedule elements, hours, and costs for all three pages. Assume that all HTML coding, gateway program scripting, and graphics referenced on these pages must be recreated; and that all other pages referenced within these pages already exist.

II. Understanding of Contract Objectives

Offerors should respond to the samples with specifics of how they would accomplish the work and how much they would charge for each job. Pricing submitted in response to this technical factor will be used only to determine if the offeror fully understands the contract requirements and the scope of work.

III. Corporate Management

The following factors will be evaluated based on data from the general narrative and project summaries.

1. Corporate organization to effectively support NTIS;
2. Effective procedures for project tracking and monitoring;
3. Effective procedures for allocating corporate resources;
4. Effective procedures for ensuring technical quality
5. Effective procedures for task order administration;
6. Ability to respond in a timely manner to NTIS request/inquiry;
7. Effective procedures to supplement corporate staff.

D.2.5 BUSINESS PROPOSAL SUBMISSION

The Business Proposal includes the following:

- (a) Three originally signed and dated copies of the Solicitation/Contract/Order for Commercial Items form, Standard Form (SF) 1449. The person signing the SF 1449 must

D.2.5 (Continued)

have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make award without further discussion, if it so elects.

- (b) Price related information submitted in response to the samples shall be at a level of detail sufficient to allow the Contracting Officer and authorized representatives to determine the cost realism and adequacy of the offeror's proposal; i.e., information adequate to validate that the proposed price(s) are consistent with the technical approach. In lieu of pricing data, with cost breakdowns, the offeror may provide information on prices and quantities at which the offeror has previously provided the same or similar items/services. Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price(s) proposed. Support any information provided by explanations or supporting rationale as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.
- (c) Section D.3, "Offeror Representations and Certifications -Commercial Items" must be fully completed and included in the Business Proposal.

D.2.6 EVALUATION

The technical criteria above are listed in descending order of importance, with criterion I approximately twice as important as criteria II and III, of which criterion II is approximately three times as important as criterion III. Within criterion I there are four subfactors. Factor IA is approximately equal to IB, IC and ID combined. Within criterion II there are three subfactors, of which Factor IIA is most important and Factors IIB and IIC are approximately equal.

Technical excellence is significantly more important than price. Technical factors, and subfactors, will receive a point score along with a narrative description. Prices submitted with sample QRTOs will be evaluated for realism and reasonableness.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offerors within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time the Government may accept an offer (or part of an offer), whether or not there are discussions after its receipt, unless a written notice of withdrawal is received before award.

D.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS
COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock

D.3 (Continued)

of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

D.3 (Continued)

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.
- (3) Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern. The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging

D.3 (Continued)

small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

D.3 (Continued)

- (i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
 - (ii) It [] has, [] has not, filed all required compliance reports.
- (3) Affirmative Action Compliance. The offeror represents that--
 - (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
 - (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act-Trade Agreements-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act-Trade Agreement-Balance of Payments Program, is included in this solicitation.)
 - (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

D.3 (Continued)

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

- (3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act-Trade Agreements-Balance of Payments Program:"

(Insert line item numbers)

- (ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act-Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

D.3 (Continued)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	----------------------

_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

D.3 (Continued)

(Insert line item numbers)

- (iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.
- (2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:
 - (g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--
 - (1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
 - (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

D.3 (Continued)

attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

D.4 1352.233-2 SERVICE OF PROTESTS
(DEVIATION FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

National Institute of Standards and Technology
Acquisition and Assistance Division
Building 301, Room B117/Attn: Phyllis A. Bower
Gaithersburg, MD 20899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D.5 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST
PROCEDURES LEVEL ABOVE THE CONTRACTING
OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency

D.5 (Continued)

level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr. Jorge R. Urrutia
Director of Administration
National Institute of Standards and Technology
Building 101, Room A1105
Gaithersburg, Maryland 20899
FAX No. 301-926-7203

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and
Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
 1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If

D.5 (Continued)

the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency
 - (vi) statement as to form of relief requested
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement

D.5 (Continued)

process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United

D.5 (Continued)

States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect. Designated Protest Decision Authority for Operating Unit as follows: